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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

12 TOYO TIRE & RUBBER CO., LTD., a
13 Japanese corporation, and TOYO TIRE
U.S.A. CORP., a California corporation,

14 Plaintiffs,

15 v.

16 HONG KONG TRI-ACE TIRE CO., LTD.,
17 a Chinese corporation; TRI-ACE WHEEL
& TIRE CORPORATION, a Tennessee
18 corporation; VOMA TIRE
CORPORATION, a Tennessee corporation;,
19 ITG VOMA CORP., a Tennessee
corporation; and DOUBLESTAR DONG
20 FENG TYRE CO., LTD., a Chinese
corporation,

21 Defendants.
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Case No: SACV14-0054 CJC (JPRX)

**FINAL JUDGMENT AGAINST
DEFENDANTS VOMA TIRE
CORPORATION AND ITG VOMA
CORP.**

23 1. Pursuant to the parties' stipulation, the Court, having made no independent
24 findings of fact or conclusions of law, orders as follows: Defendants Voma Tire Corp.
25 and ITG Voma Corp., and their subsidiaries, affiliates, parents, successors, assigns,
26 officers, agents, servants, employees, attorneys, and all persons acting in concert or in
27 participation with it be preliminarily and permanently enjoined from:
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1 (1) Infringing or inducing infringement of U.S. Patents Nos. D487,424
2 ("the '424 patent"), D653,200 ("the '200 patent"), D684,525 ("the '525 patent"),
3 D687,765 ("the '765 patent"), D615,031 ("the '031 patent"), and D610,975 ("the
4 '975 patent"), and specifically from directly or indirectly making, using, selling,
5 offering for sale or importing, any products embodying the invention of '424, '200,
6 '525, '765 '031 and '975 patents during their terms, without the express written
7 authority of Plaintiffs;

8 (2) Using Toyo Tire U.S.A. Corp.'s ("TTC's") Open Country M/T tire
9 ("OPMT") Trade Dress or any trade dress or tread or sidewall design confusingly
10 similar thereto, for or in connection with advertising, marketing, promoting,
11 distributing, offering for sale, selling or importing tires;

12 (3) Using photographs, illustrations, or other depictions of TTC's OPMT
13 Trade Dress or any trade dress or tread or sidewall design confusingly similar
14 thereto, for or in connection with advertising, marketing, promoting, distributing,
15 offering for sale, selling or importing tires;

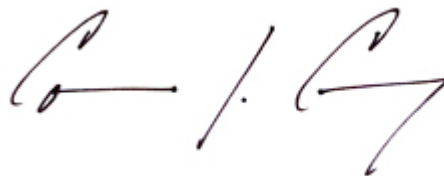
16 (4) Using any name, mark, designation, product configuration, trade
17 dress, or other material for or in connection with advertising, marketing,
18 promoting, distributing, offering for sale, selling or importing tires that are likely to
19 cause confusion, mistake or deception as to source relative to any of TTR and
20 TTC's names, marks, designations, product configurations, or trade dress,
21 including but not limited to TTC's OPMT Trade Dress;

22 (5) Passing off its goods and/or services as those of TTC; and,

23 (6) Engaging in any conduct aimed at or likely to result in diverting
24 business intended for TTC or injuring TTC's goodwill or business reputation by
25 way of imitation, misrepresentation, false statements, advertising, fraud and/or
26 deception.

1 2. This Court shall retain jurisdiction over the enforcement of the terms and
2 conditions of this Consent Judgment, thereby enabling the parties to apply to this Court at
3 any time for further orders.

4 3. Each party hereto shall bear its own attorney's fees, and Plaintiffs waive any
5 claim for damages against Defendants Voma Tire Corp. and ITG Voma Corp. for their
6 actions as set forth herein.

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Dated: 3/10/14

UNITED STATES DISTRICT JUDGE